



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE
REFER TO FILE: **FI-0**

November 21, 2002

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COUNTY FLOOD CONTROL DISTRICT FUNDING AGREEMENT
IMPLEMENTING APPROVED DISTRICT FUNDING FOR
FRANK G. BONELLI REGIONAL PARK, PECK ROAD PARK, AND VARIOUS TRAILS
FISCAL YEAR 2002-03
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION
THAT YOUR BOARD:**

1. Find that the funding agreement is exempt from the California Environmental Quality Act (CEQA).
2. Instruct the Chair of the Board and the Chair of the Flood Control District to sign the funding agreement on behalf of the County and the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 2-15 of the County of Los Angeles Flood Control Act authorizes the expenditure of District funds for the preservation of recreational features on District properties. District funds can also be spent for preservation of recreational features on lands contiguous to District property if the District acquires interests in such lands and if the Board finds that such acquisition is necessary to preserve recreational features. The Public Works and Parks and Recreation Departments have worked together to identify two parks which are eligible to receive District funds. As required by the Flood Control Act, these parks are either on or contiguous to District facilities.

This agreement authorizes District funding for the operation and maintenance of Peck Road Park, which property is already owned by the District, and for Frank G. Bonelli Regional Park. Under a prior agreement that expired on June 30, 2002, the District provided annual funding to the Department of Parks and Recreation for these purposes. This agreement continues District funding to the Department of Parks and Recreation for Fiscal Year 2002-03 and allows for a one (1) year renewal of the agreement upon the written approval of the Chief Engineer of the District and the County Department of Parks and Recreation.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as this funding agreement will provide sufficient monies for the Department of Parks and Recreation to continue to maintain recreational features at these parks. This action also satisfies the goal of Service Excellence since providing these recreational facilities improves the quality of life in the County.

FISCAL IMPACT/FINANCING

The total cost to the District is \$3,900,000 for Fiscal Year 2002-03.

The funding agreement is based on County operation and maintenance of these parks, with the District to reimburse the County actual allowable costs incurred during the term of the agreement up to a maximum reimbursement of \$3,900,000 per fiscal year, if the option to renew the agreement is exercised for the additional one (1) year renewal period. Sufficient funds to cover the District's costs under this agreement are available in the Fiscal Year 2002-03 Flood Control District Budget. The funding agreement provides that the County will indemnify the District from any liability as set forth in the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is the intention of the parties that Sublease No. 72833, between District and Park should be renewed before District reimburses the County for any actual costs incurred under the subject agreement. The Director of the Department of Public Works, acting on behalf of the District, and the Director of the Parks and Recreation Department have delegated authority to renew the Sublease pursuant to its terms.

The funding agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Class 1, Subsections (c), (d), (j), (r), (s), and (x) of the Revised Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (h), and Section 15061 (b) (3) of the State CEQA Guidelines, this program is categorically exempt from the provisions of said act because it solely provides for funding of maintenance and operations of public park facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This agreement continues the prior funding agreement. As such, current services will not be impacted.

CONCLUSION

Upon approval, please return one copy of this letter and one copy of the funding agreement to Public Works.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

TIM GALLAGHER
Director of Parks and Recreation

MB:ma
PARKS/BOARDLETTER-2003

Enc.

cc: Chief Administrative Office
County Counsel
Department of Parks and Recreation

**FUNDING AGREEMENT
REGARDING THE PRESERVATION OF
RECREATIONAL FEATURES AT
FRANK G. BONELLI REGIONAL COUNTY PARK AND RECREATION AREA,
PECK ROAD PARK, AND VARIOUS HIKING
AND EQUESTRIAN TRAILS**

THIS AGREEMENT is made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT," and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

WHEREAS, Section 2-15 of the Los Angeles County Flood Control Act empowers DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the COUNTY by and through its DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as "DEPARTMENT," currently operates and maintains the Frank G. Bonelli Regional County Park and Recreation Area, hereinafter referred to as "BONELLI PARK," the Peck Road Park, and the following hiking and equestrian trails:

Rio Hondo River Trail,
Santa Anita Wash Trail,
San Gabriel River Trail,
Van Tassel Trail,
San Jose Creek Trail,
Walnut Creek Trail,
Bonelli Regional Park Trail,
Marshall Canyon Trail,
Gould Canyon Trail, and
La Canada Open Space,

all of which are hereinafter collectively referred to as "PARKS AND TRAILS"; and

WHEREAS, said PARKS AND TRAILS are either located on DISTRICT property or are contiguous to DISTRICT property; and

WHEREAS, in order to facilitate said DISTRICT funding for the preservation of recreational features at BONELLI PARK, COUNTY needs to renew Sublease No. 72833 for funding purposes at BONELLI PARK; and

WHEREAS, it is the intention of both of the parties hereto that the sole purpose of this agreement is to provide partial DISTRICT funding, during the 2002-03 Fiscal Year, with an extension for one (1) additional one-year period upon the mutual written approval of the Chief Engineer of DISTRICT and County Department of Parks and Recreation, for the preservation of existing recreational features at said PARKS AND TRAILS, all as set forth herein; and

NOW, THEREFORE, DISTRICT and COUNTY, for and in consideration of the mutual benefits, promises, and agreements set forth herein, do agree as follows:

1. Subject to the terms and conditions of this AGREEMENT, DISTRICT shall reimburse COUNTY for ACTUAL COSTS incurred during the term of this AGREEMENT for certain of the COUNTY'S operation and maintenance expenditures at said PARKS AND TRAILS. The total of all DISTRICT reimbursements made pursuant to this AGREEMENT shall not exceed the sum of three million nine hundred thousand dollars (\$3,900,000) per fiscal year.

In no event shall any provision of this AGREEMENT nor any obligation or liability imposed either directly or indirectly by or because of this AGREEMENT obligate DISTRICT to expend any monies in excess of the amounts indicated within this Section.

2. ACTUAL COSTS shall consist of and be limited to actual costs incurred at said PARKS AND TRAILS for Trails Maintenance, Grounds Maintenance, Building Maintenance, Utilities, Lifeguards, and Safety Police and shall include currently applicable percentages added to salary, wage, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The maximum allowable costs for each facility are as follows:

Bonelli Park	\$3,500,000
Peck Road Park	\$ 53,000
Park Trails	\$ 347,000

3. DISTRICT'S obligation to reimburse COUNTY for any ACTUAL COSTS incurred during the term of this AGREEMENT at BONELLI PARK, hereinafter referred to as "BONELLI COSTS," is contingent upon COUNTY'S renewal of Sublease No. 72833 relating to BONELLI PARK, attached hereto as Exhibit A. In no event shall DISTRICT have any obligation whatsoever to reimburse COUNTY for any BONELLI COSTS unless and until COUNTY renews said sublease.

4. COUNTY shall provide the required labor, equipment, and materials for the operation and maintenance of PARKS AND TRAILS in accordance with standard DEPARTMENT practices during the term of this AGREEMENT.

5. COUNTY shall keep accurate and up-to-date records of all expenses incurred relative to any ACTUAL COSTS for which COUNTY is reimbursed by DISTRICT pursuant to this AGREEMENT. The books and records of the DEPARTMENT will be available upon reasonable notice for review by DISTRICT staff. DEPARTMENT shall retain operating and fiscal records for a minimum of four (4) years following the termination of this AGREEMENT.

6. COUNTY shall invoice DISTRICT on a quarterly basis in a form prescribed by the COUNTY Auditor-Controller for the ACTUAL COSTS to be reimbursed pursuant to this AGREEMENT. The invoices shall indicate the location of the work performed, type of work performed (i.e., Trail Maintenance, Building Maintenance, Utilities, etc.), and detail of expenses (i.e., labor classification, equipment, supplies, and applicable overhead rates). The invoices shall also include a statement from the Director of DEPARTMENT, or his designee, certifying that all costs billed to DISTRICT are appropriate and proper expenditures under Section 2-15 of the Los Angeles County Flood Control Act.

7. Quarterly invoices prepared by DEPARTMENT are to be submitted to DISTRICT at the following address:

Department of Public Works
P. O. Box 7508
Alhambra, CA 91802-1460
Attention Fiscal Division - Accounts Payable

8. This AGREEMENT shall commence upon execution and end June 30, 2003. This agreement may be extended for one (1) additional one-year period upon the mutual written approval of the Chief Engineer of DISTRICT and County Department of Parks and Recreation.

9. In executing this AGREEMENT, the DISTRICT is merely providing funding for the preservation of existing recreational features at COUNTY PARKS AND TRAILS. Consistent with the nature of this AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither DISTRICT, nor any officer or employee of DISTRICT, shall be liable for any damage, cost, or expense which relates to, arises out of, or is in any way connected with this AGREEMENT or with any of the PARKS for which funding is herein provided as a result of this AGREEMENT.

10. COUNTY agrees to indemnify, defend, and save DISTRICT, its agents, officers, and employees, harmless from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses, and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this AGREEMENT, the execution of this AGREEMENT by the parties hereto, or the ownership, control, operation, and/or maintenance, including any acts or omissions relating thereto, of any of the PARKS AND TRAILS, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon, by reason of the funding which is herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective duly authorized officers on this _____ day of _____, 2002.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

COUNTY OF LOS ANGELES,
a political subdivision of the
State of California

BY _____
Chair, Board of Supervisors

BY _____
Chair, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

BY _____
Deputy

BY _____
Deputy

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

BY _____

EXHIBIT A
RENEWAL OF SUBLEASE NO. 72833

WHEREBY, under the terms of the above sublease, the terms of said sublease may be extended by the mutual written approval of the Chief Engineer of the District (Director of the Department of Public Works) and the Director of the County Parks and Recreation Department; and

WHEREBY, said Engineer and said Director are desirous of extending the sublease to June 30, 2003,

THEREFORE, it is mutually agreed by and between the Chief Engineer of the District and the Director of the Parks and Recreation Department that the term of Sublease No. 72833 is extended to June 30, 2003.

Director of Public Works Date

Director of Parks and Recreation Date

APPROVED AS TO FORM:
LLOYD W. PELLMAN
County Counsel

BY _____